

MAN

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

KC FILED  
NOV 29 2007  
11-29-2007  
MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

READY SET SERVICE, LLC,  
READY SET MERCHANDISING,  
LLC, and READY SET SALES, LLC,

Plaintiff,

v.

GLENN GREENWOOD, PAUL  
BERSHATSKY, MIKE WHALEY, and  
READY SET DISPLAY AND FIXTURING, LLC

Defendants.

07CV6718

JUDGE ZAGEL

MAGISTRATE JUDGE VALDEZ

**DECLARATION OF BRENDA M. ALLISON**

Brenda M. Allison, pursuant to 28 USC § 1746, declares as follows:

1. I am the age of legal majority and can truthfully and competently testify to the matters contained herein based upon my personal knowledge.

2. At all relevant times, I have been counsel to Ready Set Service, LLC ("RSS") Ready Set Merchandising, LLC ("RSM"), and Ready Set Sales, LLC, (collectively, the "Ready Set Companies").

3. I reviewed the Illinois Secretary of State website and discovered that that the limited liability company named "Ready Set Display and Fixture, LLC" was formed on November 6, 2006 and its agent is Glenn Greenwood ("Greenwood"). A true and accurate copy of the Illinois Secretary of State LLC File Detail Report is attached hereto as Exhibit 1.

4. On November 15, 2007, I went to [www.uspto.com](http://www.uspto.com) and discovered that Trade Mark Application No. 77/048041 for the mark "Ready Set Display and Fixturing" (the

“Application”) was submitted on November 20, 2006 by Greenwood, Paul Bershatsky, and Mike Whaley. A true and accurate copy of the USPTO results page is attached hereto as Exhibit 2.

5. On November 15, 2007, I also went to [www.internic.net/whois.html](http://www.internic.net/whois.html) and entered [www.readyssetdisplay.com](http://www.readyssetdisplay.com) and discovered that domain name was registered on August 28, 2006. A true and accurate copy of the InterNIC results page is attached hereto as Exhibit 3.

6. On July 30, 2007, I contacted James Gossett, counsel for Defendants, by telephone to follow up a voicemail message he left for my colleague Hal Wood on July 19, 2007. During that July 30 telephone conversation, Mr. Gossett told me that his client agreed to cease and desist using the “Ready Set” name, and only wanted a short time to make the transition to a new name.

7. On September 20, 2007, in response to a draft of an agreement I sent to Mr. Gossett, which provided for Defendants ceasing to use the Service Mark and the Domain Name, Mr. Gossett sent me an email which stated, in part, “I have no major problem with the substance of the agreement.” In that email, Mr. Gossett stated that he would get back to me on getting the written agreement finalized. A true and accurate copy of the email from James Gossett dated September 20, 2007 is attached hereto as Exhibit 4.

8. On October 2, 2007, I participated in a telephone conference with Mr. Gossett wherein Mr. Gossett requested that a few minor changes be made to the written agreement. One such change included having the Ready Set Companies agree that the new name of Fixturing did not in any way conflict with Defendants’ agreement to cease and desist.

9. Again, believing that Defendants were acting in good faith and because they had already agreed to cease using the “Ready Set” name, I agreed to make some of the requested changes and on October 15, 2007, I sent a slightly revised written agreement to Mr. Gossett.

See, Exhibit D to the Complaint. See also, the true and accurate copy of the email from Brenda M. Allison dated October 15, 2007 and attached agreement attached hereto as Exhibit 5.

10. On that same day, Mr. Gossett sent me an email stating he would get back to me. When I did not hear back from Mr. Gossett, I again followed up with him via email correspondence on October 19, 2007. A true and accurate copy of the email from Brenda M. Allison dated October 19, 2007 is attached hereto as Exhibit 6.

11. In response, on October 19, 2007, Mr. Gossett stated in an email to me that once he received some information from Greenwood, things "should be finalized by Monday." A true and accurate copy of the email from James Gossett dated October 19, 2007 is attached hereto as Exhibit 7.

12. Yet, I did not hear anything from Mr. Gossett on the following Monday and so, again, followed up with Mr. Gossett, on October 25, 2007. In response, Mr. Gossett informed me he would need another week on the issue of the new name of Fixturing. A true and accurate copy of the email from James Gossett dated October 25, 2007 is attached hereto as Exhibit 8.

13. After I inquired again on the status of this, Mr. Gossett responded via email on October 29, 2007 stating that he would know the new name of Fixturing by the following day. A true and accurate copy of the email from James Gossett dated October 29, 2007 is attached hereto as Exhibit 9.

14. I did not receive this information on October 30, 2007 and sent Mr. Gossett an email on November 2, 2007 regarding the status of Fixturing's new name. Mr. Gossett responded via email stating:

I just called our client, and he tells me now that he doesn't want to put his new name in the Settlement Agreement because he doesn't want to tip off your client as to what it is going to be! As I recall, it was my bright idea to put it in there in the first place, and your client was happy with simply stating that it would not

contain "Ready" or "Set." So, I suppose you have no problem with leaving it out now?

If not, then, with the other changes we discussed and agreed to, it seems we have a "go." At last!

A true and accurate copy of the email from James Gossett dated November 2, 2007 is attached hereto as Exhibit 10.

15. On November 2, 2007, the Ready Set Companies informed me that Defendants were still using the "Ready Set" name. In response, I made one last attempt to have Defendants execute a written agreement. On November 7, 2007, I sent a revised settlement agreement to Mr. Gossett with the instructions have Defendants sign by 5:00 p.m. on Friday November 9, 2007. A true and accurate copy of the email from Brenda M. Allison dated November 7, 2007 is attached hereto as Exhibit 11.

16. At 4:11 p.m. on November 9, 2007, I received an email from Mr. Gossett stating:

Our client just called to tell me that he is not going to sign. He thinks that he expended too much money on the trademark registration and the domain registration to give them away. However, he is willing to sell them for \$25,000.

A true and accurate copy of the email from James Gossett dated November 9, 2007 attached hereto as Exhibit 12.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 21, 2007.

  
\_\_\_\_\_  
Brenda M. Allison

## DECLARATION OF BRENDA M. ALLISON

Exhibit No.	Description
1	LLC File Detail Report.
2	USPTO Results Page.
3	InterNIC Report for readysetdisplay.com
4	Email from James F. Gossett to Brenda M. Allison dated September 20, 2007 re: Ready Set.
5	Email from Brenda M. Allison to James F. Gossett dated October 15, 2007 re: Ready Set.
6	Email from Brenda M. Allison to James F. Gossett dated October 19, 2007 re: Ready Set.
7	Email from James F. Gossett to Brenda M. Allison dated October 19, 2007 re: Ready Set.
8	Email from James F. Gossett to Brenda M. Allison dated October 25, 2007 re: Ready Set.
9	Email from James F. Gossett to Brenda M. Allison dated October 29, 2007 re: Ready Set.
10	Email from James F. Gossett to Brenda M. Allison dated November 2, 2007 re: Ready Set.
11	Email from Brenda M. Allison to James F. Gossett dated November 7, 2007 re: Ready Set – Settlement Agreement.
12	Email from James F. Gossett to Brenda M. Allison dated November 9, 2007 re: Greenwood.



**CYBERDRIVEILLINOIS**JESSE WHITE  
SECRETARY OF STATE[SERVICES](#)[PROGRAMS](#)[PRESS](#)[PUBLICATIONS](#)[DEPARTMENTS](#)[CONTACT](#)**LLC FILE DETAIL REPORT**

<b>Entity Name</b>	READY SET DISPLAY AND FIXTURE, LLC	<b>File Number</b>	02017407
<b>Status</b>	GOODSTANDING	<b>On</b>	10/25/2007
<b>Entity Type</b>	LLC	<b>Type of LLC</b>	Domestic
<b>File Date</b>	11/06/2006	<b>Jurisdiction</b>	IL
<b>Agent Name</b>	GLENN GREENWOOD	<b>Agent Change Date</b>	11/06/2006
<b>Agent Street Address</b>	200 SCHOOL DR.	<b>Principal Office</b>	200 SCHOOL DR. ROUND LAKE 60073
<b>Agent City</b>	ROUND LAKE	<b>Management Type</b>	MBR
<b>Agent Zip</b>	60073	<b>Dissolution Date</b>	PERPETUAL
<b>Annual Report Filing Date</b>	10/25/2007	<b>For Year</b>	2007
<b>Series Name</b>	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)





Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2007-11-15 16:54:09 ET

Serial Number: 77048041 Assignment Information Trademark Document Retrieval

Registration Number: (NOT AVAILABLE)

Mark

# Ready Set Display & Fixturing

(words only): READY SET DISPLAY & FIXTURING

Standard Character claim: Yes

Current Status: An examiner's amendment has been mailed.

Date of Status: 2007-10-23

Filing Date: 2006-11-20

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 109

Attorney Assigned:

CROSS TRACY L Employee Location

Current Location: L9X -TMEG Law Office 109 - Examining Attorney Assigned

Date In Location: 2007-10-23

## LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Greenwood, Glenn

Address:

Greenwood, Glenn  
200 N School Drive

Round Lake, IL 60073

United States

**Legal Entity Type:** Individual

**Country of Citizenship:** United States

**Phone Number:** 1-847-436-2396

2. Whaley, Mike

**Address:**

Whaley, Mike

21325 119th street

Bristol, WI 53104

United States

**Legal Entity Type:** Individual

**Country of Citizenship:** United States

**Phone Number:** 1-847-366-0499

3. Bershatsky, Paul

**Address:**

Bershatsky, Paul

12926 Crestwick Drive

Riverview, FL 33569

United States

**Legal Entity Type:** Individual

**Country of Citizenship:** United States

## GOODS AND/OR SERVICES

**International Class:** 020

**Class Status:** Active

Display cases; Display cases for merchandise; Display racks; Metal display stands; Point of purchase displays

**Basis:** 1(b)

**First Use Date:** (DATE NOT AVAILABLE)

**First Use in Commerce Date:** (DATE NOT AVAILABLE)

## ADDITIONAL INFORMATION

**Disclaimer:** "DISPLAY & FIXTURING"

## MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

## PROSECUTION HISTORY

2007-10-23 - Notification Of Examiners Amendment E-Mailed

2007-10-23 - EXAMINERS AMENDMENT E-MAILED

2007-10-23 - Examiners Amendment -Written

2007-09-19 - Teas/Email Correspondence Entered

2007-09-19 - Communication received from applicant

2007-09-19 - TEAS Response to Office Action Received

2007-08-27 - Notification Of Non-Final Action E-Mailed

2007-08-27 - NON-FINAL ACTION E-MAILED

2007-08-27 - Non-Final Action Written

2007-08-02 - Examiner's Amendment Entered

2007-07-31 - Notification Of Examiners Amendment E-Mailed

2007-07-31 - EXAMINERS AMENDMENT E-MAILED

2007-07-31 - Examiners Amendment -Written

2007-07-11 - Teas/Email Correspondence Entered

2007-07-11 - Communication received from applicant

2007-07-09 - TEAS Response to Office Action Received

2007-07-03 - Notification Of Non-Final Action E-Mailed

2007-07-03 - NON-FINAL ACTION E-MAILED

2007-07-03 - Non-Final Action Written

2007-06-07 - Teas/Email Correspondence Entered

2007-06-07 - Communication received from applicant

2007-06-05 - TEAS Response to Office Action Received

2007-06-02 - NON-FINAL ACTION E-MAILED

2007-06-02 - Non-Final Action Written

2007-05-09 - Teas/Email Correspondence Entered

2007-05-09 - Communication received from applicant

2007-05-09 - Assigned To LIE

2007-04-16 - TEAS Response to Office Action Received

2007-03-23 - Non-final action e-mailed

2007-03-23 - Non-Final Action Written

2007-03-21 - Assigned To Examiner

2006-11-28 - Notice Of Pseudo Mark Mailed

2006-11-27 - New Application Entered In Tram

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**ATTORNEY/CORRESPONDENT INFORMATION**

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**Correspondent**  
GREENWOOD, GLENN  
200 SCHOOL DR  
ROUND LAKE, IL 60073-3266  
Phone Number: 1-847-436-2396

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**InterNIC**

[Home](#)

[Registrars](#)

[FAQ](#)

[Whois](#)

## Whois Search Results

Search again (.aero, .arpa, .biz, .cat, .com, .coop, .edu, .info, .int, .jobs, .mobi, .museum, .name, .net, .org, .pro, or .travel) :

- ☒ Domain (ex. internic.net)
  - ☐ Registrar (ex. ABC Registrar, Inc.)
  - ☐ Nameserver (ex. ns.example.com or 192.16.0.192)
- 

Whois Server Version 1.3

Domain names in the .com and .net domains can now be registered with many different competing registrars. Go to <http://www.internic.net> for detailed information.

Domain Name: READYSETDISPLAY.COM  
Registrar: GODADDY.COM, INC.  
Whois Server: whois.godaddy.com  
Referral URL: <http://registrar.godaddy.com>  
Name Server: DNS1.NAME-SERVICES.COM  
Name Server: DNS2.NAME-SERVICES.COM  
Name Server: DNS3.NAME-SERVICES.COM  
Name Server: DNS4.NAME-SERVICES.COM  
Name Server: DNS5.NAME-SERVICES.COM  
Status: clientRenewProhibited  
Status: clientTransferProhibited  
Status: clientUpdateProhibited  
Status: clientDeleteProhibited  
Updated Date: 28-aug-2007  
Creation Date: 28-aug-2006  
Expiration Date: 28-aug-2008

>>> Last update of whois database: Wed, 28 Nov 2007 09:18:42 UTC <<<

NOTICE: The expiration date displayed in this record is the date the registrar's sponsorship of the domain name registration in the registry is currently set to expire. This date does not necessarily reflect the expiration date of the domain name registrant's agreement with the sponsoring registrar. Users may consult the sponsoring registrar's Whois database to view the registrar's reported date of expiration for this registration.

TERMS OF USE: You are not authorized to access or query our Whois database through the use of electronic processes that are high-volume and automated except as reasonably necessary to register domain names or modify existing registrations; the Data in VeriSign Global Registry Services' ("VeriSign") Whois database is provided by VeriSign for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. VeriSign does not guarantee its accuracy. By submitting a Whois query, you agree to abide

by the following terms of use: You agree that you may use this Data only for lawful purposes and that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail, telephone, or facsimile; or (2) enable high volume, automated, electronic processes that apply to VeriSign (or its computer systems). The compilation, repackaging, dissemination or other use of this Data is expressly prohibited without the prior written consent of VeriSign. You agree not to use electronic processes that are automated and high-volume to access or query the Whois database except as reasonably necessary to register domain names or modify existing registrations. VeriSign reserves the right to restrict your access to the Whois database in its sole discretion to ensure operational stability. VeriSign may restrict or terminate your access to the Whois database for failure to abide by these terms of use. VeriSign reserves the right to modify these terms at any time.

The Registry database contains ONLY .COM, .NET, .EDU domains and Registrars.

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This page last updated 01/24/2003





**Brenda M. Allison**

**From:** Gossett, James F. [JFGossett@arnstein.com]  
**Sent:** Thursday, September 20, 2007 9:35 AM  
**To:** Brenda M. Allison  
**Subject:** RE: Ready Set

Brenda,

I will send it to Mr. Greenwood for his review. I have no major problem with the substance of the agreement, except for timing of the cease and desist. That is, can he "immediately" cease and desist, or does he need an actual date as a deadline? Does he need a series of deadlines, such as one for use of the site and another for the change in the LLC's name? I don't know. I will find that out, and I will find out how we get Bershatsky and Whaley to sign off on a deal, whoever they are.

I may have some picky little legalistic requests as to the wording of the agreement, such as, for example, the addition of a mutual non-admission of liability paragraph. I'll get back to you ASAP with everything.

Jim G

**James F. Gossett**

Attorney at Law  
ARNSTEIN & LEHR LLP  
[www.arnstein.com](http://www.arnstein.com)

120 South Riverside Plaza  
Suite 1200  
Chicago, Illinois 60606-3910  
Phone: 312.876.7833  
Fax: 312.876.6243  
[jfgossett@arnstein.com](mailto:jfgossett@arnstein.com)

Offices in Illinois, Florida, and Wisconsin

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**From:** Brenda M. Allison [mailto:[ballison@hmbllaw.com](mailto:ballison@hmbllaw.com)]  
**Sent:** Wednesday, September 19, 2007 5:09 PM  
**To:** Gossett, James F.  
**Cc:** Hal Wood  
**Subject:** Ready Set

Jim,

Attached is a draft settlement agreement for your review. Our client has not reviewed this yet but I wanted to get it to you.

Thanks,

11/28/2007

Brenda

<<Settlement Agreement.DOC>>

Brenda Allison  
Horwood Marcus & Berk Chtd.  
180 N. LaSalle St.  
Suite 3700  
Chicago, Illinois 60601  
Phone (312) 606-3234  
Fax Number (312) 264-5396  
ballison@hmbllaw.com  
[www.hmbllaw.com](http://www.hmbllaw.com)

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11/28/2007

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**Brenda M. Allison**

**From:** Brenda M. Allison  
**Sent:** Monday, October 15, 2007 2:08 PM  
**To:** 'Gossett, James F.'  
**Cc:** Hal Wood  
**Subject:** Ready Set

Jim,

Pursuant to our recent conversations, attached is the revised settlement agreement in this matter. A few questions remain:

1. I do not know which of the Greenwood Parties actually owns the Domain Name. As the settlement is written now, I have it as owned and being assigned by all of the Greenwood Parties, but I do not know if that is accurate. Please let me know if a revision of that provision, along with Exhibit A, needs to be made; and
2. We discussed including a provision whereby we would agree that the new name Glenn is going to use does not conflict with the terms of the Agreement. Agreement to this term, of course, requires that the new name does include the phrase "Ready Set" or the words "Ready" or "Set." However, you have yet to inform me of the new name so that I include this provision.

Thanks for your prompt attention to this matter.

Brenda

Brenda Allison  
Horwood Marcus & Berk Chtd.  
180 N. LaSalle St.  
Suite 3700  
Chicago, Illinois 60601  
Phone (312) 606-3234  
Fax Number (312) 264-5396  
[ballison@hmblaw.com](mailto:ballison@hmblaw.com)  
[www.hmblaw.com](http://www.hmblaw.com)

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11/28/2007

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ day of September, 2007, by and between Ready Set Service, LLC ("RSS"), Ready Set Merchandising, LLC ("RSM"), Ready Set Sales, LLC, and Ready Set Staffing, LLC (collectively, the "Ready Set Companies"), on the one hand, and Glenn Greenwood, Paul Bershatsky, Mike Whaley, and Ready Set Display and Fixturing, LLC (collectively, the "Greenwood Parties") on the other hand. The Ready Set Companies and the Greenwood Parties are each referred to herein as a "Party" and collectively as the "Parties."

**WITNESSETH**

WHEREAS, the Ready Set Companies are the owners of the service mark "Ready Set" (the "Service Mark") and have been using the Service Mark in interstate commerce in connection with the provision of retail merchandising services since at least July 2003;

WHEREAS, Greenwood was previously an officer of RSS and RSM and an employee of RSM and entered into an agreement and release with RSS and RSM terminating his relationship with them on or about October 26, 2006;

WHEREAS, Bershatsky and Whaley are business partners of Greenwood in Ready Set Display and Fixturing, LLC;

WHEREAS, the Greenwood Parties recently began using the name Ready Set Display and Fixturing and the domain name "readyssetDisplay.com" (the "Domain Name") in connection with their provision of retail merchandising services;

WHEREAS, the Greenwood Parties have submitted submitted Trade Mark Application No. 77/048041 for the mark "Ready Set Display and Fixturing" (the "Application");

WHEREAS, the Ready Set Companies have demanded that the Greenwood Parties cease and desist from using the Service Mark and the Domain Name and any other name or mark that includes the phrase "Ready Set" or the words "Ready" or "Set" or that is substantially similar to the Service Mark;

WHEREAS, the Greenwood Parties have agreed to cease and desist from using the Service Mark and the Domain Name or any other name or mark that includes the phrase "Ready Set" or the words "Ready" or "Set" or that is substantially similar to the Service Mark; and

WHEREAS, the parties wish to resolve all matters between them regarding the use of the Service Mark and the Domain Name;

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into and made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Authority; No Assignment. Each signatory to this Agreement represents and warrants that he or she has the full authority and power to execute and deliver this Agreement on behalf of the Party for whom he or she is signing the Agreement. Each Party hereto further represents and warrants that he or it has not assigned or transferred any claim that might be covered by this Agreement.

2. Acknowledgement of the Service Mark. The Greenwood Parties (a) acknowledge that the Ready Set Companies own all right, title and interest in and to the Service Mark; (b) shall never challenge or assist in any challenge of the rights claimed by the Ready Set Companies in and to the Service Mark.

3. Cessation of the Use of the Service Mark and Domain Name. The Greenwood Parties agree to: (a) permanently refrain from any use of the Service Mark or the Domain Name; (b) change the name of Ready Set Display and Fixturing, LLC, within 7 days of the execution of this Agreement, to a name that does not include the Service Mark, does not include either term "Ready" or "Set" and is not substantially similar to the Service Mark in any way; (c) refrain from using the site located at the Domain Name; (d) assign all rights to the Domain Name to the Ready Set Companies by executing the Assignment of Domain Name attached hereto as Exhibit A, contemporaneous herewith; and (e) permanently refrain from the use or adoption of any future name, trademark, service mark, or domain name that is substantially similar to the Service Mark or the Domain Name or that uses or employs the phrase "Ready Set" or the words "Ready" or "Set" in any way.

4. Abandonment of Application. The Greenwood Parties hereby abandon the Application. Concurrently with the execution of this Agreement, the Greenwood Parties shall sign copies of the Express Abandonment of Application attached hereto as Exhibit B and submit those signed copies to the Ready Set Companies for submission to the United States Patent and Trademark Office.

5. Release of the Greenwood Parties. Subject to the Greenwood Parties' full compliance with the terms hereof, the Ready Set Parties and each of their officers, directors, members, managers, administrators, successors, employees, affiliates, assigns, heirs, agents, representatives, executors and administrators, for good and valuable consideration, do hereby waive, release, and discharge the Greenwood Parties, and each of their heirs, agents, representatives, executors, administrators and transferees from any and all causes of action, claims, demands, damages, expenditures, costs, attorney fees, liens, obligations and liability which the Ready Set Parties may now have or claim to have, or have at any time heretofore had by reason of the Greenwood Parties' use of the Service Mark and the Domain Name.

6. Release of the Ready Set Parties. The Greenwood Parties, and each of their heirs, agents, representatives, executors, administrators and transferees, for good and valuable consideration, do hereby waive, release, and discharge the Ready Set Parties as well as each of their officers, directors, members, managers, administrators, successors, employees, affiliates, assigns, heirs, agents, representatives, executors and administrators from any and all causes of action, claims, demands, damages, expenditures, costs, attorney fees, liens, obligations and liability which the

Greenwood Parties may now have or claim to have, or have at any time heretofore had by reason of the Greenwood Parties' use of the Service Mark and the Domain Name.

7. Representations, Warranties and Covenants. Each of the Greenwood Parties jointly and severally represent, warrant and covenant to the Ready Set Companies the following:

(a) Each of them will not: (i) represent that any of the Greenwood Parties are associated in any way with the Ready Set Companies or (ii) do or cause to be done or omit to do anything, the doing, causing or omitting of which would contest or in any way impair or tend to impair the rights of the Ready Set Companies in the Service Mark, including the goodwill of the Ready Set Companies associated therewith.

(b) That Ready Set Display and Fixturing, LLC is the only entity with which they are affiliated that makes any use of the phrase "Ready Set" or the words "Ready" or "Set."

(c) That the Trade Mark Application referenced in Exhibit B hereto is the only application they currently have with the United States Patent and Trademark Office that uses the phrase "Ready Set" or the words "Ready" or "Set" in any way.

8. Enforcement by Injunction. Each of the Greenwood Parties acknowledge that the protections of the Ready Set Companies set forth in Sections 2 through 5 of this Agreement are of vital concern to the Ready Set Companies and that monetary damages for any violation thereof would not adequately compensate the Ready Set Companies. Each of the Greenwood Parties further acknowledge that, in addition to any other remedy, such provisions may be enforced by injunction proceedings (without the necessity of posting a bond or other security) and to compel specific performance with respect thereto.

9. No Admission. The Parties mutually understand and agree that this Agreement does not constitute any admission of fault, responsibility or liability by any of the Parties.

10. Attorney's Fees. The Ready Set Companies shall be entitled to recover from the Greenwood Parties all costs and expenses reasonably incurred in enforcing the terms of this Agreement, including without limitation, reasonable attorneys' and paralegals' fees and court costs.

11. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the state of Illinois without regard to conflict of law principles.

12. Venue and Jurisdiction. The Parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect, arising out of or related to this Agreement shall be litigated only in courts having situs in Chicago, Illinois. Each Party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any right such Party may have to the contrary with respect to jurisdiction or venue.

13. Agreement Binding Upon Successors. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors and assigns.



14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15. Acknowledgment. Each party hereto represents and warrants that he, she or it has carefully read this Agreement and understands all of its terms, and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. The parties have each had a reasonable opportunity to consult with attorneys or other advisors of their own choosing before executing this Agreement.

16. Amendments. No amendment, interpretation, waiver or termination of any of the provisions of this Agreement shall be effective unless made in writing and signed by the parties to this Agreement.

17. Waiver; Integration. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions and shall not effect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of this Agreement. This Agreement constitutes and contains the entirety of the agreements between the parties concerning the subject matter thereof, and supersede any and all prior negotiations, proposed agreements or understandings, if any, between the parties concerning the subject matter or any of the terms of this Agreement.

18. Counterpart Signatures. This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed an original, all of which together shall be deemed one Agreement. If any party fails to execute this Agreement, this Agreement shall be null and void as to all parties.

19. Headings. The parties hereto acknowledge that the headings used herein are for convenience purposes only and shall not be used in the construction or interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by affixing their signatures as of the date first written above.

**READY SET SERVICE, LLC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**READY SET MERCHANDISING, LLC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**READY SET SALES.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**READY SET STAFFING, LLC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**READY SET DISPLAY AND FIXTURING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Glenn Greenwood

\_\_\_\_\_  
Paul Bershatsky

\_\_\_\_\_  
Mike Whaley

**EXHIBIT A**

**ASSIGNMENT OF DOMAIN NAME**

Glenn Greenwood, Paul Bershatsky, Mike Whaley, and Ready Set Display and Fixturing, LLC ("Assignors"), hereby assign and transfer to Ready Set Service, LLC, Ready Set Merchandising, LLC, Ready Set Sales, LLC, and Ready Set Staffing, LLC, collectively, their entire right, title and interest in and to the domain name "readyssetDisplay.com" (the "Domain Name"), and every right connected therewith, including all rights to damages and other remedies related to the Domain Name.

Assignors hereby covenant and warrant that no other agreement has been or will be executed in conflict herewith.

IN WITNESS WHEREOF, this Assignment of Domain Name has been duly executed by the Assignors and is effective as of this \_\_ day of October, 2007.

**READY SET DISPLAY AND FIXTURING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Glenn Greenwood

\_\_\_\_\_  
Paul Bershatsky

\_\_\_\_\_  
Mike Whaley

**EXHIBIT B**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Bershatsky, Paul, Whaley, Mike, )  
Greenwood, Glenn )  
Mark : READY SET DISPLAY & )  
FIXTURING )  
Serial No. : 77/048041 )  
Filing Date : November 20, 2006 )

TO: Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

**EXPRESS ABANDONMENT OF APPLICATION**

Pursuant to Rule 2.68 of the Trademark Rules of Practice, applicant expressly abandons this trademark application.

Respectfully submitted,

Date: October \_\_\_, 2007

\_\_\_\_\_  
Paul Bershatsky

\_\_\_\_\_  
Mike Whaley

\_\_\_\_\_  
Glenn Greenwood

6

**Brenda M. Allison**

**From:** Brenda M. Allison  
**Sent:** Friday, October 19, 2007 12:12 PM  
**To:** 'Gossett, James F.'  
**Cc:** Hal Wood  
**Subject:** RE: Ready Set

Jim,

Any word? We really need to finalize this ASAP.

Brenda

-----Original Message-----

**From:** Gossett, James F. [mailto:JFGossett@arnstein.com]  
**Sent:** Monday, October 15, 2007 2:26 PM  
**To:** Brenda M. Allison  
**Subject:** RE: Ready Set

I'll get back to you.

**James F. Gossett**  
Attorney at Law  
ARNSTEIN & LEHR LLP  
[www.arnstein.com](http://www.arnstein.com)

120 South Riverside Plaza  
Suite 1200  
Chicago, Illinois 60606-3910  
Phone: 312.876.7833  
Fax: 312.876.6243  
[jfgossett@arnstein.com](mailto:jfgossett@arnstein.com)

Offices in Illinois, Florida, and Wisconsin

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**From:** Brenda M. Allison [mailto:ballison@hmblaw.com]  
**Sent:** Monday, October 15, 2007 2:08 PM  
**To:** Gossett, James F.  
**Cc:** Hal Wood  
**Subject:** Ready Set

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that is accurate. Please let me know if a revision of that provision, along with Exhibit A, needs to be made; and

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Thanks for your prompt attention to this matter.

Brenda

Brenda Allison  
Horwood Marcus & Berk Chtd.  
180 N. LaSalle St.  
Suite 3700  
Chicago, Illinois 60601  
Phone (312) 606-3234  
Fax Number (312) 264-5396  
ballison@hmbllaw.com  
[www.hmbllaw.com](http://www.hmbllaw.com)

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7



**Brenda M. Allison**

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**To:** Brenda M. Allison  
**Subject:** RE: Ready Set

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Sorry about the delay.

**James F. Gossett**  
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**To:** Gossett, James F.  
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**To:** Brenda M. Allison

11/28/2007

**Subject:** RE: Ready Set

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**James F. Gossett**

Attorney at Law

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Brenda

Brenda Allison

Horwood Marcus & Berk Chtd.

180 N. LaSalle St.

Suite 3700

Chicago, Illinois 60601

Phone (312) 606-3234

11/28/2007

Fax Number (312) 264-5396  
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8

**Brenda M. Allison**

**From:** Gossett, James F. [JFGossett@arnstein.com]  
**Sent:** Thursday, October 25, 2007 10:23 AM  
**To:** Brenda M. Allison  
**Subject:** RE: Ready Set

I have a partial response. Glenn Greenwood says that the website is owned by Mike Whaley on his own.

Greenwood says he hasn't finalized his new name yet, because the new partners he met with over this past weekend told him they couldn't give him a decision on the new name they wanted until next Monday. So, I guess I have to ask you to give me another week on that.

**James F. Gossett**

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Fax: 312.876.6243  
[jfgossett@arnstein.com](mailto:jfgossett@arnstein.com)

Offices in Illinois, Florida, and Wisconsin

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**From:** Brenda M. Allison [mailto:[ballison@hmblaw.com](mailto:ballison@hmblaw.com)]  
**Sent:** Thursday, October 25, 2007 9:49 AM  
**To:** Gossett, James F.  
**Cc:** Hal Wood  
**Subject:** RE: Ready Set

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**Brenda M. Allison**

**From:** Gossett, James F. [JFGossett@arnstein.com]  
**Sent:** Monday, October 29, 2007 3:27 PM  
**To:** Brenda M. Allison  
**Subject:** RE: Ready Set

I should have a new name for you tomorrow.

**James F. Gossett**

Attorney at Law  
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[www.arnstein.com](http://www.arnstein.com)

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**From:** Brenda M. Allison [mailto:ballison@hmblaw.com]  
**Sent:** Monday, October 29, 2007 4:09 PM  
**To:** Gossett, James F.  
**Cc:** Hal Wood  
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**Cc:** Hal Wood

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10

**Brenda M. Allison**

**From:** Gossett, James F. [JFGossett@arnstein.com]  
**Sent:** Friday, November 02, 2007 12:55 PM  
**To:** Brenda M. Allison  
**Subject:** RE: Ready Set

I just called our client, and he tells me now that he doesn't want to put his new name in the Settlement Agreement because he doesn't want to tip off your client as to what it is going to be! As I recall, it was my bright idea to put it in there in the first place, and your client was happy with simply stating that it would not contain "Ready" or "Set." So, I suppose you have no problem with leaving it out now?

If not, then, with the other changes we discussed and agreed to, it seems we have a "go." At last!

**James F. Gossett**

Attorney at Law  
ARNSTEIN & LEHR LLP  
[www.arnstein.com](http://www.arnstein.com)

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Fax: 312.876.6243  
[jfgossett@arnstein.com](mailto:jfgossett@arnstein.com)

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**From:** Brenda M. Allison [mailto:[ballison@hmblaw.com](mailto:ballison@hmblaw.com)]  
**Sent:** Friday, November 02, 2007 1:32 PM  
**To:** Gossett, James F.  
**Cc:** Hal Wood  
**Subject:** RE: Ready Set

Jim,

Please let me know about this so we can get this done.

Thanks,  
Brenda

-----Original Message-----

**From:** Gossett, James F. [mailto:[JFGossett@arnstein.com](mailto:JFGossett@arnstein.com)]  
**Sent:** Monday, October 29, 2007 3:27 PM  
**To:** Brenda M. Allison  
**Subject:** RE: Ready Set

11/28/2007



I should have a new name for you tomorrow.

**James F. Gossett**

Attorney at Law

ARNSTEIN & LEHR LLP

[www.arnstein.com](http://www.arnstein.com)

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Suite 1200  
Chicago, Illinois 60606-3910  
Phone: 312.876.7833  
Fax: 312.876.6243  
[jfgossett@arnstein.com](mailto:jfgossett@arnstein.com)

Offices in Illinois, Florida, and Wisconsin

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**From:** Brenda M. Allison [mailto:[ballison@hmblaw.com](mailto:ballison@hmblaw.com)]  
**Sent:** Monday, October 29, 2007 4:09 PM  
**To:** Gossett, James F.  
**Cc:** Hal Wood  
**Subject:** RE: Ready Set

Jim,

Please let me know the status of this. We really need to resolve this.

Thanks,  
Brenda

-----Original Message-----

**From:** Gossett, James F. [mailto:[JFGossett@arnstein.com](mailto:JFGossett@arnstein.com)]  
**Sent:** Thursday, October 25, 2007 10:23 AM  
**To:** Brenda M. Allison  
**Subject:** RE: Ready Set

I have a partial response. Glenn Greenwood says that the website is owned by Mike Whaley on his own.

Greenwood says he hasn't finalized his new name yet, because the new partners he met with over this past weekend told him they couldn't give him a decision on the new name they wanted until next Monday. So, I guess I have to ask you to give me another week on that.

**James F. Gossett**

Attorney at Law

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**From:** Brenda M. Allison [mailto:[ballison@hmbllaw.com](mailto:ballison@hmbllaw.com)]  
**Sent:** Thursday, October 25, 2007 9:49 AM  
**To:** Gossett, James F.  
**Cc:** Hal Wood  
**Subject:** RE: Ready Set

Jim,

Please let me know the status of this. We need to get this finalized.

Brenda

-----Original Message-----

**From:** Gossett, James F. [mailto:[JFGossett@arnstein.com](mailto:JFGossett@arnstein.com)]  
**Sent:** Friday, October 19, 2007 12:41 PM  
**To:** Brenda M. Allison  
**Subject:** RE: Ready Set

I should have an answer to both of your questions by Monday at the latest. Greenwood doesn't know who owns the domain name, but he is checking with the "technical guy" who actually did the registration. He thinks he owns it, but he thinks one of the other two people could be an owner as well. If you check WHO IS, it shows some proxy owner, which doesn't help us.

Greenwood is meeting with some other people today about using a specific name in which they, apparently, have some interest. It should be finalized by Monday.

Sorry about the delay.

**James F. Gossett**  
Attorney at Law  
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Offices in Illinois, Florida, and Wisconsin

11/28/2007

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**From:** Brenda M. Allison [mailto:ballison@hmblaw.com]  
**Sent:** Friday, October 19, 2007 12:12 PM  
**To:** Gossett, James F.  
**Cc:** Hal Wood  
**Subject:** RE: Ready Set

Jim,

Any word? We really need to finalize this ASAP.

Brenda

-----Original Message-----

**From:** Gossett, James F. [mailto:JFGossett@arnstein.com]  
**Sent:** Monday, October 15, 2007 2:26 PM  
**To:** Brenda M. Allison  
**Subject:** RE: Ready Set

I'll get back to you.

**James F. Gossett**  
Attorney at Law  
ARNSTEIN & LEHR LLP  
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**From:** Brenda M. Allison [mailto:ballison@hmblaw.com]  
**Sent:** Monday, October 15, 2007 2:08 PM  
**To:** Gossett, James F.  
**Cc:** Hal Wood  
**Subject:** Ready Set

Jim,

Pursuant to our recent conversations, attached is the revised settlement agreement in this matter. A few questions remain:

1. I do not know which of the Greenwood Parties actually owns the Domain Name. As the settlement is written now, I have it as owned and being assigned by all of the Greenwood Parties, but I do not know if that is accurate. Please let me know if a revision of that provision, along with Exhibit A, needs to be made; and

11/28/2007

2. We discussed including a provision whereby we would agree that the new name Glenn is going to use does not conflict with the terms of the Agreement. Agreement to this term, of course, requires that the new name does include the phrase "Ready Set" or the words "Ready" or "Set." However, you have yet to inform me of the new name so that I include this provision.

Thanks for your prompt attention to this matter.

Brenda

Brenda Allison  
Horwood Marcus & Berk Chtd.  
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**Brenda M. Allison**

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**From:** Brenda M. Allison  
**Sent:** Wednesday, November 07, 2007 5:43 PM  
**To:** James Gossett (E-mail)  
**Cc:** Hal Wood  
**Subject:** Ready Set - Settlement Agreement

Jim,

Attached is the revised settlement agreement (both in redlined and clean versions). I have also attached the Assignment of Domain Name document and Abandonment of the Trademark Application document. The Greenwood Parties need to sign and return these documents to us by Friday November 9, 2007 at 5:00 p.m. or we will be forced to file suit.

Thanks,  
Brenda



Settlement  
Agreement.DOC



Abandonment of  
Trademark Appli...



Redline of  
Settlement Agreemen



Assignment of  
Domain Name.DOC

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**Brenda M. Allison**

**From:** Gossett, James F. [JFGossett@arnstein.com]  
**Sent:** Friday, November 09, 2007 4:11 PM  
**To:** Brenda M. Allison  
**Subject:** Greenwood

Our client just called to tell me that he is not going to sign. He thinks that he expended too much money on the trademark registration and the domain registration to give them away. However, he is willing to sell them for \$25,000.

**James F. Gossett**

Attorney at Law  
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[www.arnstein.com](http://www.arnstein.com)

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11/28/2007